IN THE HIGH COURT OF JUDICTURE FOR RAJASTHAN AT JODHPUR.

O R D E R

Prakashmal Mehta. Versus UCO Bank & ors.

S.B. Civil Writ Petition No. 2942/2006

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Date of Order: March 19, 2007

PRESENT

HON'BLE MR. JUSTICE H.R. PANWAR

Mr. S.S. Bachani, for the petitioner.
Mr. B.R. Choudhary, for the respondents.

BY THE COURT:

Heard learned counsel for the parties.

By the instant writ petition, the petitioner seeks a direction to the respondent to pay him the remaining amount of Provident Fund withheld by the respondents, along with interest as applicable. He submits that he has not been paid the entire amount of his provident fund.

A reply to the writ petition has been filed by the respondents stating therein that the petitioner has availed the loans from the Trustees of UCO Bank Employees Provident Fund, Headquarters, Kolkata from time to time on many occasions, the details of which has been given in various paragraphs of the reply to the writ petition. It has been stated that after adjusting

the loan amounts along with interest, the respondent No.4 forwarded a cheque N.238784 dated 1-5-2005 for Rs.4,08,536.21 to the respondent No.3 vide letter dated 23-4-2005 (Annx.1) for handing over the same to the petitioner after deducting an amount of Rs.63,298.51, i.e. principal loan amount of Rs.36,335/- and Rs. 26,963.51 towards interest. It has been stated that the respondent No.2 is not a competent authority to issue the "No Dues Certificate" and it is the respondent No.4 which is the competent authority to decide the provident fund case of the petitioner. In November 2002, the outstanding provident fund loan was Rs.64,895/- and interest thereon was Rs.16,19291, whereas the petitioner had paid a sum of Rs.28,560/- only towards the principal loan amount and Rs.300/- towards the interest. It has further been stated that the petitioner availed provident fund loan from the respondent No.4 on 22-1-2002 to the tune of Rs.33,700/- and prior to this, he had availed the loan of Rs.42,600/- on 17-3-2001 and at that time, the outstanding principal loan amount was Rs.36,335/- and interest thereon was Rs.9175.36. The outstanding loan amount in the months of September 2002, March 2003, September 2003, March 2004 and September 2004 were Rs.66,980/-, Rs. 36,335, Rs.36,335/-, Rs.36,335 and Rs. 36,335/- respectively and the petitioner accepted this fact.

Be that as it may, the instant writ petition involved

various disputed questions of facts. The petitioner claims the provident fund amount, as against which the respondents came with the specific case that on several occasions, the petitioner had availed the provident fund loan and certain amounts remained outstanding towards principal loan amount and interest, which have been ultimately adjusted against the final bill of provident fund. Thus, the writ petition involves pure and simple disputed questions of facts, which cannot be gone into in writ jurisdiction. In the circumstances, therefore, the writ petition deserves to be dismissed being involved disputed questions of facts.

Consequently, the writ petition is dismissed being involved disputed questions of facts; however, the petitioner is relegated to civil suit if he has any cause with regard to alleged non-payment of full amount of provident fund. There shall be no order as to costs.

(H.R. PANWAR), J.

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